

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.org

Date: **March 3, 2021**

| | |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REQUEST FOR BIDS: RFB No: 21-0024 | Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of: LANDFILL SCALE MAINTENANCE SERVICES (Annual Contract) |
| GENERAL SCOPE | Provide maintenance services and quarterly calibration on stationary motor truck scales in Columbus, Georgia on an "as required" basis. The locations of the scales are Pine Grove MSW Landfill, The Recycling Center MRF, and Granite Bluff Landfill. The contract period will be for two (2) years with the option to renew for three (3) additional twelve-month periods. |
| BID SUBMISSION REQUIREMENTS | Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice. Effective Immediately, bid responses must be submitted via DemandStar. See Appendix A for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions. |
| DUE DATE | March 31, 2021 - 2:30 PM (Eastern) Responses must be submitted via DemandStar on or before the due date. A virtual opening will be held during the 3:00 PM hour of the due date. <i>Responding vendors are not required, but are invited to attend the opening.</i> If you wish to attend the virtual opening, use one of the Microsoft Teams meeting options: Click here to join the meeting Or call in (audio only) +1 478-239-0725..855808406# United States, Macon Phone Conference ID: 855 808 406# Find a local number Reset PIN . Note: Columbus Consolidated Government is not responsible for technical issues that may arise during the virtual opening. |
| MANDATORY SITE VISIT | A Mandatory Site Visit is scheduled for Wednesday, March 17, 2021 from 9:00 AM – 10:00 AM (EST). Vendors shall convene at the Pine Grove Landfill located at 7900 Pinegrove Way, Columbus, GA 31907. Prospective Bidders are strongly encouraged to attend the site visit. Masks are required and social distancing will be exercised. |
| ADDENDA | <u>IMPORTANT INFORMATION</u> Any and all addenda will be posted on the Purchasing Division's web page, at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote. |
| "NO BID" RESPONSE | Refer to the form on page 3 if you are not interested in this invitation. |

Andrea J. McCorvey
Purchasing Division Manager

IMPORTANT INFORMATION

e-Notification

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Marketplace/Georgia Procurement Registry to receive future procurement notifications via <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF "NO BID"

Complete and return this form immediately if you do not intend to Bid:

Email: bidopportunities@columbusga.org
Fax: (706) 225-3033 **Attn:** Patti Postorino, Buyer
Mail: Columbus Consolidated Government
Purchasing Division
P. O. Box 1340
Columbus, GA 31902-1340

We, the undersigned decline to bid on your **RFB No. 21-0024** for **Landfill Scale Maintenance Services (Annual Contract)** for the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
- ☐ There is insufficient time to respond to the Request for Bids.
- ☐ We do not offer this product or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Other (specify below)

Remarks: _____

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

GENERAL PROVISIONS

THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS.

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

1. TERM "CITY". The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.

2. PREPARATION OF FORM. Bid proposals shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.

3. EXECUTION OF THE BID PROPOSAL. Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.

4. BID SUBMISSION. Bids must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, the bid number, bid title, and must indicate the contents represent a "bid" or "no bid" submission. Failure to properly identify the bid submission may result in rejection of the bid.

5. BID DUE DATE. The bid submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.

6. BID OPENING. The Purchasing Division Manager or Purchasing staff appointee will open bids. The bid amount and other pertinent information as determined by the Purchasing Division Manager will be read and recorded. The bids as recorded at the bid opening represent a draft tabulation and may include incorrect price extensions or transcription errors and are subject to change if conflicting information is discovered during analysis of the bid responses. A bid tabulation will be made available to bidders after extensions have been checked and all other specification compliance has been determined. **In the essence of time, bidders may not be allowed to review bids at the bid opening. However, bidders will be allowed to make appointments to review the bids at a later date.**

7. LATE BIDS. It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All bids received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.

8. RECEIPT OF ONE SEALED BID. In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation.

If it is determined the one bid received is from the only responsive, responsible bidder, then the bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness. The single bid will be evaluated by the using agency for award recommendation.

9. RECEIPT OF TIE BIDS. In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:

1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
2. Award to bidder previously awarded based on favorable prior experience.
3. Award to bidder whose principal place of business is located in the State of Georgia.
4. If feasible, divide the award equally among the bidders.
5. If it is not feasible to award equally and only two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
6. *If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be re-advertised.*

10. RECEIPT OF MULTIPLE BIDS. Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor. Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more

than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.

11. CONDITIONS AND PACKAGING. Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

12. FREIGHT/SHIPPING/HANDLING CHARGES. All freight, shipping, and handling charges shall be included in the bid price. The City will pay no additional charges.

13. CORRECTIONS OR WITHDRAWAL OF BID/CANCELLATION OF AWARDS. Corrections or withdrawals of inadvertently erroneous bids before or after bid opening, or cancellation of awards of contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or bid withdrawn by written notice received in the office of Purchasing prior to the time of the bid opening.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident, or if the bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made. All decisions to permit corrections or withdrawals of bids or to cancel awards or contracts based on bid mistakes will be supported by the written determination of the Purchasing Officer.

14. ADDENDA AND INTERPRETATIONS. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the bidders in written addendum form from the Purchasing Officer. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. **It is the bidder's responsibility to ensure that they have received all addenda.**

15. BID EVALUATION AND AWARD. During the evaluation of bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary for a complete evaluation of bid responses. Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The City shall be the judge of the factors and will make the award in the best interest of the City.

16. TIME FOR CONSIDERATION. Bids must remain in effect for at least sixty (60) days after date of receipt to allow for evaluation.

17. BID SECURITY AND PERFORMANCE BOND. Bid security (Bid Bond) shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Officer to exceed \$10,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or in the form of a certified check. Such bonds may also be required on construction contracts under \$10,000 or other procurement contracts when circumstances warrant. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount. The City will accept a copy of a bid bond at the bid opening. However, if a copy of a bid bond is submitted, the bidder must submit to the Purchasing Division the identical original document within five (5) days after the bid opening. **If the original document is not received within the five (5) days, the bid will not be considered.**

When a construction contract is awarded in excess of \$25,000 the successful bidder will be required to furnish a **Performance Bond** executed by a surety company authorized to do business in the State. The performance bond shall be equal to one hundred percent (100%) of the price specified in the bid.

18. SUBCONTRACTING. Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of sub-contractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for subcontractor(s) full compliance with the requirements of the bid specifications. **THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

19. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS. Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:

- (A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
- (B) Any irregularities contrary to the General Provisions or bid specifications.
- (C) Unbalanced unit price or extensions.
- (D) Unbalanced value of items.
- (E) Failure to use the proper forms furnished by the Consolidated Government.
- (F) Failure to complete the proposal properly
- (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be

- included with bid proposal.
(H) Failure to properly sign forms in ink.

The City reserves the right to waive any minor informality or irregularity. The City reserves the right to reject any and all bids.

20. BRAND NAMES "OR EQUAL". Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the City. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers' names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. **Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.**

21. ASSIGNMENT OF CONTRACTUAL RIGHTS. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

22. DISCOUNTS. Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.

23. TAXES. The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

24. FEDERAL, STATE AND LOCAL LAWS. All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.

25. BID INCLUSIONS. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.

26. NON-COLLUSION. By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.

27. INDEMNITY. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.

28. DISADVANTAGED BUSINESS ENTERPRISE. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

29. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE. The Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, women-owned and minority business enterprises) to the greatest extent practical in all solicitations and day-to-day procurement needs of the City and to taking specific affirmative actions to meet these commitments.

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

30. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure less than or equal to \$25,000.00; and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$25,000.00.

31. RIGHT TO PROTEST.

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

32. FAILURE TO QUOTE. Vendors choosing not to submit a bid are requested to return a **Statement of "No Bid"**.

33. PRODUCT/EQUIPMENT DEMONSTRATION - SITE VISIT. During the evaluation of bids, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.

34. CANCELLATION PROVISIONS. An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the City for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any re-solicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

When such action is in the best financial interest of the City, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Purchasing Officer and in accordance with contract terms.

After the receipt of a product or piece of equipment, it is found that said item does not perform as specified and required, payment for said product or equipment will be withheld. The successful vendor will be notified of the non-performance in writing. After notification, the successful vendor will have ten (10) calendar days, from the date of notification, to deliver product or equipment which performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

35. QUESTIONS: Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday-Friday) prior to receipt date. Questions received less than five working days prior to receipt date will not be considered.

36. SAMPLES: When samples are required to be included with the proposal response, the bidder will be responsible for the following:

- 1) **Unless otherwise specified,** bidders are required to submit exact samples of item(s) bid. Do not submit sample of "like" item(s).
- 2) Affix an identification label to each individual sample to include bidder's name, bid name and number.
- 3) Make arrangements for the return of sample after the bid award. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for return of sample, within 60 days after award, the sample will be discarded.

37. GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

38. PAYMENT DEDUCTIONS: The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

39. PAYMENT TERMS: The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

40. FINAL CONTRACT DOCUMENTS: If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 5) Awarded Vendor(s) Business Requirements.

NOTICE TO VENDORS

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

QUESTION/CLARIFICATION FORM

DATE: _____

TO: Patti Postorino, Buyer
Email BidOpportunities@ColumbusGA.org or
Fax 706-225-3033

RE: RFB No. 21-0024; Landfill Scale Maintenance Services (Annual Contract)

Questions/clarification requests must be submitted at least five (5) business days before the due date:

From: _____

| | | | |
|------------------|---------------|-------|-----|
| Company Name | Website | | |
| Representative | Email Address | | |
| Complete Address | City | State | Zip |
| Telephone Number | Fax Number | | |

MANDATORY SITE VISIT **ATTENDANCE CONFIRMATION FORM**

Date: _____

To: Patti Postorino, Buyer
Email: BidOpportunities@ColumbusGA.org
Fax Number: (706) 225-3033

Re: RFB No. 21-0024; Landfill Scale Maintenance Services (Annual Contract)

A Mandatory Site Visit is scheduled for Wednesday, March 17, 2021 at 9:00 AM – 10:00 AM.

Vendors shall convene at the Pine Grove Landfill located at 7900 Pinegrove Way, Columbus, GA 31907.

1. Prospective Bidders are strongly encouraged to attend the site visit.
2. Masks are required and social distancing will be exercised.
3. Questions resulting from the Site Visit must be submitted in writing to the Purchasing Division (complete the Question/Clarification Form on page 10). The City will not be held by any oral clarifications given at the site visit.

To confirm attendance at the Mandatory Site Visit, return this form via email to postorino.patti@columbusga.org or fax number 706-225-3033. All vendors attending the mandatory site visit will sign an attendance sheet, including name of the firm, name of the attendee, complete address, email address and phone and fax numbers.

I will attend the Mandatory Site Visit on Wednesday, March 17, 2021 from 9:00 am until 10:00 am (EST)

| | | |
|------------------|----------------|----------------|
| Company Name | Date Attending | # of Attendees |
| Contact Person | Email Address | |
| Mailing Address | City | State Zip |
| Telephone Number | Fax Number | |

GENERAL SPECIFICATIONS

LANDFILL SCALE MAINTENANCE SERVICES (Annual Contract)

RFB No. 21-0024

I. SCOPE

Provide maintenance services and quarterly calibration on stationary motor truck scales in Columbus, Georgia on an “as required” basis:

- A. Routine Maintenance: Routine Maintenance will be performed at the following locations:

| FACILITY | SCALE MODEL | LOCATION |
|------------------------|------------------------------------------------------|-------------------------------------------|
| Pine Grove Landfill | Avery Weigh-Tronix 1. Model BMS-7011 | 7900 Pine Grove Way Columbus, GA 31907 |
| The Recycling Center | Avery Weigh 1. Model BMS-7012 2. Model WBT-75K | 8001 Pine Grove Way Columbus, GA 31907 |
| Granite Bluff Landfill | Avery Weigh 1. Model BMS-7012 | 7589 River Road Columbus, GA 31901 |

- B. Related Miscellaneous Services:

The contracted vendor shall also provide related miscellaneous repair services, not included in the normal routine maintenance of the scales. Additionally, the contracted vendor shall provide renovations/upgrades, and/or replacement of scales and/or parts, if requested by the City. The cost for related miscellaneous services will be negotiated with the contracted vendor.

II. MANDATORY SITE VISIT

- A. A Mandatory Site Visit is scheduled for Wednesday, March 17, 2021 beginning at 9:00 AM until 10:00 AM (EST). Vendors shall convene at the Pine Grove Landfill located at 7900 Pine Grove Way, Columbus, GA 31907. Site contact will be Matt Dolan, Waste Division Manager, 706-225-4515.
- B. Prospective Bidders are strongly encouraged to attend the site visit. Masks are required and social distancing will be exercised. To confirm attendance at this Mandatory Site Visit, return the attached form via email to postorino.patti@columbusga.org or fax to 706-225-3033. All vendors attending the mandatory site visit will sign an attendance sheet.
- C. Questions resulting from the Site Visit must be submitted in writing to the Purchasing Division no later than 5 business days before the bid due date. (complete Question/Clarification form page 10). The City will not be bound by any verbal clarifications provided by City Staff at the site visit.

III. TERM OF CONTRACT

- A. The term of contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

Notice of intent to renew will be given to the contractor in writing by the Purchasing Division Director, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval has been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

B. Termination for Convenience

For the protection of both parties, either party giving 30 days prior notice in writing to the other party may cancel this contract.

IV. ESCALATION CLAUSE

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e. documentation from manufacturers illustrating the necessity to implement price increases).

Request for price increases, without documentation, shall not be considered. Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

V. QUESTIONS / ADDENDA

Questions and requests for clarification must be submitted **within five (5) business days of the due date** (see pages 9 & 10). Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at

https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid_Opportunities.htm.

It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.

VI. INSURANCE

The Contractor shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract.

Insurance requirements are listed on the attached **Insurance Checklist (See Form 6)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.**

The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, **as well as, list the applicable project or annual contract name, and/or Solicitation name and number.** The Certificate of Insurance will be included with the contract documents prior to signing.

VII. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT/E-VERIFY

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), DOAS requires a notarized affidavit from the supplier attesting to the following:

(A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;

(B) The user identification number and date of authorization for the affiant;

(C) The affiant will continue to use the federal work authorization program throughout the contract period; and

(D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>.

A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.

VIII. INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

IX. BID SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice.

Effective Immediately, bid responses must be submitted via DemandStar.

See Appendix A for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.

Each bidder shall include the following information with bid submission. Bidder shall submit **ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR**. The City reserves the right to request any omitted information, **to exclude "Communications Concerning This Solicitation" (Form 2) and the form E-Verify (Form 3), WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE**. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed **"Incomplete"**:

- A. **Bid Form and Pricing Page** (Form 1, Pages 20 & 21)
- B. **Communication Concerning This Solicitation** (Form 2)
- C. **E-Verify/GSICA Form** (Form 3)
- D. **Statement of Qualifications and Work Guarantee** (Form 4) Bidder must submit with bid

proposal proof of qualifications or statement to the effect that the successful vendor working on City property are qualified to perform the work specified.

- E. **Statement of Emergency Service** (Page 19, Section VIII) Bidders must submit a signed statement agreeing to provide emergency call back service, during regular and overtime hours, as specified on Page 19, Technical Specifications, Section VIII – Emergency Call Back Service.

- F. **Contract Signature Page** (Form 5)

- G. **Addenda:** Vendors must include acknowledgment of receipt of addenda (**if any**) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at

https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm

Vendors are responsible for periodically visiting the web page, to check for addenda, prior to the bid due date and before submitting a bid.

- H. **Business License:** Vendors located in Muscogee County shall submit a current copy of their City of Columbus Business License (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

If the business location is not in Georgia, vendor must provide a current copy of their active Articles of Incorporation from the State and/or a current business license from the City/State in which business is located.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Manager: 706-225-3091.

- I. **Insurance Checklist / Certificate of Insurance** (Form 6)

- J. **W-9 Rev 2018 Request for Taxpayer Identification Number and Certification**
(<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

X. AWARD / INVOICE

- A. **Award:** This contract will be awarded to the lowest responsive, responsible bidder. The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to supply the required services, the City reserves the right to procure from other sources. After award of the bid by Columbus Council, the successful vendor will be required to provide contract documents before the contract is executed.

- B. **Invoices:** The successful vendor shall submit invoices to the City for all services. Payment will be processed from priced invoices only. Statements and service tickets are not acceptable. The City will be billed for completed work only and that all service/work orders shall be attached to the invoice.

After receipt of goods/services and upon satisfactory delivery, the successful vendor shall forward itemized invoice(s) to the following address:

Columbus Consolidated Government
Accounting Division / Accounts Payable
P. O. Box 1340
Columbus, Georgia 31902-1340

The invoice(s) shall reference the bid number (RFB No. 21-0024) and/or purchase order number.

XI. TERMINATION OF CONTRACT

Default: If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or non-performance and if not cured within ten (10) days or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Compensation: Payment for completed supplies delivered and accepted by the city shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

Excuse for Nonperformance or Delayed Performance: Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

TECHNICAL SPECIFICATIONS

LANDFILL SCALE MAINTENANCE SERVICES (Annual Contract)

RFB No. 21-0024

I. SCOPE

Provide maintenance services and quarterly calibration on stationary motor truck scales in Columbus, Georgia on an "as required" basis.

| FACILITY | SCALE MODEL | LOCATION |
|------------------------|------------------------------------------------------|-------------------------------------------|
| Pine Grove Landfill | Avery Weigh-Tronix 2. Model BMS-7011 | 7900 Pine Grove Way Columbus, GA 31907 |
| The Recycling Center | Avery Weigh 3. Model BMS-7012 4. Model WBT-75K | 8001 Pine Grove Way Columbus, GA 31907 |
| Granite Bluff Landfill | Avery Weigh 2. Model BMS-7012 | 7589 River Road Columbus, GA 31901 |

II. DUTIES OF THE CONTRACTOR

The scales contractor must maintain the scales equipment in a "like new" condition; assuring the City of Columbus **that no Wearable Scales Components will be rendered obsolete for any reason for the term of this contract. All worn parts in need of replacement, as outlined in this bid specification, will be replaced as part of this scales contract, regardless of age or availability of said part.**

Contractor shall furnish all supplies, parts, components, materials, maintenance service vehicles, labor, labor supervision, tools, test equipment, special equipment and lubricants necessary to provide full preventive maintenance, adjustment, replacement and repair service for the complete Motor Truck Scales.

III. QUARTERLY MAINTENANCE AND CALIBRATION

Contractor shall have at least one of his competent Technicians to report quarterly to the Landfills/ Recycle offices, and said Technician shall proceed at once to make all repairs and adjustments required to keep the scales equipment in safe and first class operating condition. This work shall also include regular and systematic inspections of all scales equipment and adjustment or replacement of all worn or deteriorated parts, furnishing of all apparatuses for testing.

IV. RECORDS

The Contractor shall immediately submit written notification to the Owner and/ or Owner's agent of the existence or the development of any defects or repairs required to the scales equipment which the contractor considers he is not responsible for under the terms of this Agreement and shall furnish the city a written estimate of the cost to make final determination as to responsibility.

V. EXTENT OF THE WORK

Contractor shall be responsible for regular, responsive and systematic execution of the work items included in this contract as follows:

1. Complete Maintenance: Contractor agrees to regularly and systematically examine, clean, lubricate, adjust and repair the Scale Equipment and provide call back service during regular working hours and, as conditions warrant, repair or replace all portions of the equipment included under this contract.
2. The contractor agrees to:
 - A) Examine quarterly all parts, wires and connections, conduct quarterly full load tests.
 - B) Provide written reports of said tests to Owner and/or Owner's agent.
 - C) Adjust the equipment as necessary and when the operation of the equipment varies from its normal or originally designed performance as a result of normal wear and tear, or when necessary to preserve the useful life of a part or assembly.

VI. ITEMS OF SCALES EQUIPMENT NOT INCLUDED IN THIS AGREEMENT

Contractor assumes no responsibility for the following items or equipment which are not included in this agreement, except as those damaged or destroyed by actions of the Contractor's personnel:

- A) Renewals or repairs necessitated by reason of negligence or misuse of the scales or rendered necessary due to any other cause beyond anyone other than the Contractor, his employees, subcontractors, servants, or agents, or other causes beyond the Contractor's control, except ordinary wear and tear.
- B) Refinishing, repairing or replacement of car enclosure, which includes car gates, removable panels or door panels, sills, elevator car handrails, hung ceilings, light fixtures, tubes or bulbs, car flooring and floor covering, mirrors, and emergency light batteries.
- C) Mainline and auxiliary disconnect switches, breakers, fuses and feeders to control panels.

VII. SCHEDULING OF PREVENTIVE MAINTENANCE

All work under this Agreement will be performed during regular hours of regular working days of the landfill trade (Mon-Fri, 8:00 am to 5:00 pm). Removal of scales from service shall be coordinated with and approved by the Owner or his representative. Contractor shall notify Owner and/or Owner's representative of any unsafe condition or any repair work that may require scales to be taken out of operation for a designated period of time and schedule the work with the Owner and/or Owner's representative.

To the extent possible, all preventive maintenance which requires removal of scales from service will be scheduled during off peak hours of landfill operation. No scale will be taken out of service during the normal business day without prior notification to the Division Manager or his representative, except under emergency conditions.

It is understood that whenever the words "adequate", "as required" or "as necessary" are indicated in this Agreement as they relate to equipment performance they shall mean "at whatever frequency or maintenance, repair, adjustment and/or testing is required to provide the optimum level of consistent scale operation."

VIII. EMERGENCY CALL BACK SERVICE

A. Call back service during regular hours:

The Contractor shall, without additional charge to the Owner, provide emergency adjustment call back service during the Contractor's regular working hours of the regular workweek, between the hours of 8:00 a.m. and 5:00 p.m. The Contractor's *scale mechanic* shall be on site within a maximum of 1 day from the time the request for service is made by the Owner's authorized personnel.

B. Call back service during overtime hours:

The Contractor shall, without additional charge to the Owner, provide twenty-four (24) hour emergency minor call back service. The Contractor's *scale mechanic* shall be on site within a maximum of 4 hours from the time the request for service is made by the Owner's authorized personnel.

IX. PERFORMANCE BY THE OWNER

The owner agrees:

- A. To report immediately any conditions which may indicate the need of correction before the next regular examination.
- B. To instruct employees in the proper use of the equipment.
- C. To take the equipment out of service if it becomes unsafe.
- D. To provide the Contractor access to the scale equipment.
- E. To keep the scale pit(s) and underneath free from dirt.
- F. To be responsible for the main safety switch providing electricity to the equipment.
- G. To be responsible for adequate power for the proper operation of the scale equipment.

X. SPECIAL CONDITIONS

All scale services, regular and special, shall be scheduled at such times to cause minimal interference with the Owner's personnel and/or other persons in and about the premises. The successful bidder will select, with the approval of the Waste Disposal Manager, a day and time for servicing the scales and will be expected to be on site at the designated time, if at all possible.

BID FORM / PRICING PAGE**LANDFILL SCALE MAINTENANCE SERVICES (Annual Contract)****RFB No. 21-0024****IMPORTANT INFORMATION:**

**PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR
ON OR BEFORE March 31, 2021 – 2:30 PM (EST)**

By signing this Bid Form, the authorized representative understands the City reserves the right to request any omitted information, WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information, **to exclude E-Verify and the form "Communications Concerning This Solicitation"**. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete". Use the following check-list to verify the items are included in sealed bid:

☐ Bid Form/Pricing Page (Form 1, Page 21) ☐ Communication Concerning This Solicitation (Form 2)

☐ E-Verify (Form 3) ☐ Statement of Qualifications and Work Guarantee (Form 4)

☐ Statement of Emergency Contact ☐ Contract Signature Page (Form 5)

☐ Business License 2021 ☐ Insurance Checklist (Form 6) ☐ W-9 Rev 2018 (Form 7)

Initial below to acknowledge receipt of the following addenda (if any):

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all services and terms of the Columbus Consolidated Government.

Vendor Business Name

Email Address

Authorized Signature

Print Name

Date

Please circle and initial if Business is {Minority} or {Woman} Owned: _____

If certified as a DBE or WBE, list the certifying agency: _____

Not Minority, Woman or DBE owned (please initial) _____

*****COMPLETE ALL PAGES AND RETURN WITH BID*****

PRICING PAGE

LANDFILL SCALE MAINTENANCE SERVICES (Annual Contract)

RFB No. 21-0024

The above bid is submitted to provide Landfill Scale Maintenance Services for the Columbus Consolidated Government in accordance with the specification requirements. Having examined, and on the basis of, the specification requirements, this contractor proposes to provide the Landfill Scale Maintenance Services described, in the manner specified, for the following rates:

| LOCATION / SCALE MODEL | HOURLY RATE FOR REPAIRS | QUARTERLY CALIBRATION FEE(S) |
|------------------------------------------------------------|------------------------------------|-----------------------------------------|
| Pine Grove Landfill Avery Weigh Model GSE-465 BMS-7011 | \$ | \$ |
| The Recycling Center Avery Weigh Model BMS-7012 | \$ | \$ |
| The Recycling Center Avery Weigh Model WBT-75K | \$ | \$ |
| Granite Bluff Inert Landfill Avery Weigh Model BMS-7012 | \$ | \$ |

| | |
|-----------------------------------------------------------|----|
| | |
| Additional Charges (if any) (ex: Travel Expenses, etc) | \$ |

| | |
|----------------------|-----------------------------------|
| | |
| Materials and Parts: | Cost + _____% (Not to exceed 15%) |

Company Name

Date

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

.....

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

FORM 3

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE" Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ***Columbus Consolidated Government*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Date of Authorization

Name of Contractor

Landfill Scale Maintenance Services (Annual Contract); RFB No. 21-0024

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned **subcontractor** verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and

(Name of Contractor)

on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)

Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Landfill Scale Maintenance Services (Annual Contract); RFB No. 21-0024

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires:

FORM 4

STATEMENT OF QUALIFICATIONS & WORK GUARANTEE

Landfill Scale Maintenance Services (Annual Contract)

RFB No. 21-0024

1. Company Name: _____
2. Permanent Main Office Address: _____

3. When was company organized? If a Corporation, when/where incorporated? _____
4. How many years have you been engaged in this business under your present company/trade name? _____
5. List major equipment available for this project: _____

6. List at least 3 similar projects that your company has performed within the last (3) years, stating contract value and month/year of completion.

| Company Name / Address | Contact Person | Telephone Number |
|------------------------|----------------|------------------|
| | | |
| | | |
| | | |

7. List names of personnel that will be assigned to this project with their qualifications:

8. Have you ever failed to complete a project and/or defaulted on a contract? If so, specify when, where and with whom: _____

9. Provide statement of Warranty and Guarantee of Work?

Signature of Authorized Representative

Print Name and Title of Signatory

****COMPLETE AND RETURN THIS PAGE WITH BID****

CONTRACT SIGNATURE PAGE
LANDFILL SCALE MAINTENANCE SERVICES (Annual Contract)
RFB No. 21-0024

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia:

Witness as to the signing of the contract

Signature of Authorized Representative Date

Witness as to the signing of the contract

Print Name and Title of Signatory

(Corporate seal, if applicable)

Company Name

Company Ordering Address

Company Payment Address

Contact _____

Contact _____

Email _____

Email _____

Telephone _____

Telephone _____

Fax _____

Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this ____ day of _____ 20 ____

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Sandra T. Davis, Clerk of Council

SOLICITATION ID: RFB No. 21-0024

LANDFILL SCALE MAINTENANCE SERVICES (Annual Contract)

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY “X”

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

| Required Coverage(s) | | Limits (Figures denote minimums) | Bidders Limits/Response |
|----------------------|-----------------------------------------------------------|----------------------------------------------------------------------|----------------------------|
| X | 1. Worker’s Compensation and Employer’s Liability | STATUTORY REQUIREMENTS | |
| | Comprehensive General Liability: | | |
| X | 2. General Liability Premises/Operations | \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate | |
| X | 3. Independent Contractors and Sub - Contractors | \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate | |
| X | 4. Products Liability | \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate | |
| | 5. Completed Operations | \$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate | |
| X | 6. Contractual Liability (Must be shown on Certificate) | \$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate | |
| | Automobile Liability: | | |
| X | 7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership | \$1 Million BI/PD each Accident, Uninsured Motorist | |
| | Other: | | |
| X | 8. Miscellaneous Errors and Omissions | \$1 Million per occurrence/claim | |
| X | 9. Umbrella/Excess Liability | \$1 Million Bodily Injury, Property Damage and Personal Injury | |
| | 10. Personal and Advertising Injury Liability | \$1 Million each offense, \$1 Million annual aggregate | |
| | 11. Professional Liability | \$1 Million per occurrence/claim | |
| | 12. Architects and Engineers | \$1 Million per occurrence/claim | |
| | 13. Asbestos Removal Liability | \$2 Million per occurrence/claim | |
| | 14. Medical Malpractice | \$1 Million per occurrence/claim | |
| | 15. Medical Professional Liability | \$1 Million per occurrence/claim | |
| | 16. Dishonesty Bond | | |

| Required Coverage(s) | | Limits (Figures denote minimums) | Bidders Limits/Response |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------|
| | 17. Builder's Risk | Provide Coverage in the full amount of contract | |
| | 18. XCU (Explosive, Collapse, Underground) Coverage | | |
| | 19. USL&H (Long Shore Harbor Worker's Compensation Act) | | |
| | 20. Contractor Pollution Liability | \$2 Million per occurrence/claim | |
| | 21. Environmental Impairment Liability | \$2 Million per occurrence/claim | |
| X | 22. Carrier Rating shall be Best's Rating of A-VII or its equivalents | | |
| X | 23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action. | | |
| X | 24. The City shall be named Additional Insured on all policies | | |
| X | 25. Certificate of Insurance shall show Bid Number and Bid Title | | |
| | 26. Pollution: | \$2 Million per occurrence/claim | |

*If offeror's employees will be using their privately-owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate(s).

BIDDER NAME: _____

AUTH. SIGNATURE: _____

*****COMPLETE THIS PAGE AND RETURN WITH BID*****

DEMANDSTAR SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar.**

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select “Columbus Consolidated Government” as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations.htm.

Failure to submit electronic responses via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals, and will immediately discard any submittal left in the reception area of the Finance Department.

See following pages for an Electronic Proposal Submission Requirements Checklist and information for DemandStar.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

ELECTRONIC BID SUBMISSION REQUIREMENTS CHECKLIST

LANDFILL SCALE MAINTENANCE SERVICES (Annual Contract)

RFB No. 21-0024

IMPORTANT NOTICE

1. Vendors shall submit only the required documents listed using the "Bidder Response ALL DOCUMENTS" function. **Do not enter information in "Supplemental Documents".**
2. **Zip files with multiple folders will not be accepted.** Vendors shall submit one PDF file of proposal.
3. Due to file size limitations, please **do not re-send the City's full specifications** document as this information is already on file.
4. In the event DemandStar requires a dollar value for your submittal, enter "0".

Please submit your electronic bid response as indicated below:

(Scan all pages as one PDF file and submit in "Bidders Response ALL Documents".

- ___ 1. BID FORM AND PRICING PAGE (**Form 1, Pages 20 & 21**)
- ___ 2. COMMUNICATION CONCERNING THIS SOLICITATION (**Form 2**)
- ___ 3. E-VERIFY / GSICA FORM (**Form 3**)
- ___ 4. STATEMENT OF QUALIFICATIONS AND WORK GUARANTEE (**Form 4**)
- ___ 5. STATEMENT OF EMERGENCY Service (**Page 19, Section VIII**)
- ___ 6. CONTRACT SIGNATURE PAGE (**Form 5**)
- ___ 7. ADDENDA (IF ANY)
- ___ 8. BUSINESS LICENSE 2021
- ___ 9. INSURANCE CHECKLIST / CERTIFICATE OF INSURANCE (**Form 6**)
- ___ 10. W-9 Rev 2018 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) (Submit Page 1 only)

NOTE: After award of contract by Columbus City Council, the awarded vendor will be notified to provide two (2) identical hard copies of submitted bid proposal with original signatures.

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



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206.940.0305

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State ▼ County ▼

Select State Select County

☐ City of Metropolis – Board of Commissioners

☐ City of Metropolis Purchasing

☒ Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency. Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

| | | Your Current Rate |
|-------|-------------------|-------------------|
| Total | (0 subscriptions) | \$0/year |

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com



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206.940.0305

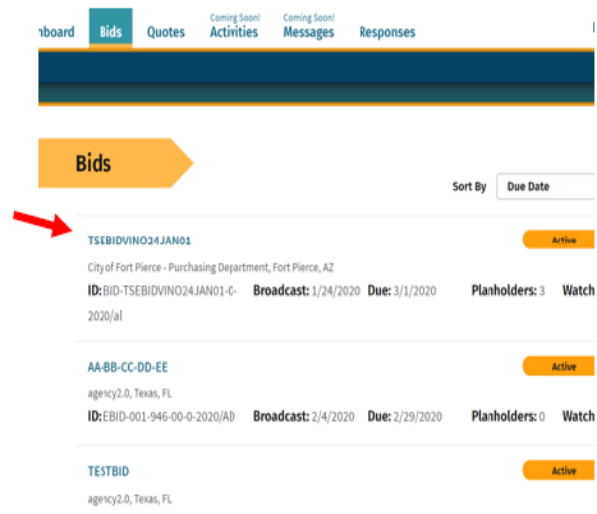
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name



Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on "Submit E-Bid Proposal"

TESTBID

Bid Details

Agency Name: agency2.0
 Bid Number: EBID-123456-0-2020JAD
 Bid Due Date: 02/26/2020 (PST)
 Bid Opening: 23 days, 04 hours, 23 minutes, 04 seconds Remaining
 Bid Name: TESTBID

Scope of Work

SCOPE OF WORK

Documents

| Filename | Type | Date Modified | Status |
|----------|------------|---------------|----------|
| Test | Attachment | 02/24/2020 | Complete |

Distribution Info

Bid Bond: None
 Plan (Assigned): None
 E-Bidding: 1.0000
 Distributed By: Demandstar
 Distribution Method: Distribution (and 186)
 Distribution Options: Bid has no items/line associated with it
 Project Estimated Budget: 1,000,000.00
 Distribution Notes: None

Publications

View Log(s)

Pre-Bid Conference

No Pre-Bid Conference Data Found

Commodity Code

[00-045-00] PHYSICAL SERVICES

Submit E-Bid Proposal

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under "E-Bid Progress"

If there is not a total bid amount in your submission, please put "0"

Example: a request for qualifications opportunity may not require a bid amount so vendors will input "0" under "Bid Amount"

DEMANDSTAR Dashboard Bids Quotes Activities Messages Responses Robyn Gallardi

Home > Bids > TESTBID > My E-Bid Response

E-Bid Response

Contact Information

Company Name: Calgon Carbon Corporation
 Address 1: P.O. Box 717
 Address 2: Address 2 (optional)
 City: Pittsburgh
 Country: United States of Ame...
 State/Province: Pennsylvania
 County: Select...
 Postal Code: 15200-0717
 Phone Number: 4127876810
 Extension: Extension (optional)
 Bid Amount: 127,000
 Alternate Bid Amount: Alternate Bid Amount (optional)
 Notes: For the full 6 month contract

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

Next

Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing only the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

NOTE: Do not enter information using the "Supplemental Documents" function.

*Due to file size limitations, please **do not** include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.*

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page:
https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm.

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

- Adobe Acrobat (.PDF)
- AutoCAD Drawing Web Format (.DWG)
- JPEG Image (.JPG)
- Microsoft Excel (.XLS)
- Microsoft Excel (.XLSX)
- Microsoft PowerPoint (.PPT)
- Microsoft PowerPoint (.PPTX)
- Plain Text (.TXT)
- Rich Text Format (.RTF)
- WordPerfect (.WP6)
- AutoCAD Drawing (.DWG)
- TIF Image (.TIF)
- Microsoft Word (.DOC)
- Microsoft Word (.DOCX)
- Microsoft PowerPoint (.PPT)
- Microsoft PowerPoint (.PPTX)
- Plain Text (.TXT)
- Rich Text Format (.RTF)
- PDF Compressed Archive (.PDF)

| Required Document | Submission Option | Uploaded Document |
|------------------------|-------------------|-------------------|
| Service Doc Agency Bid | None | Choose a File |

Supplemental Documents

You can upload additional documents here.

Document Title:

Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

Review Your E-Bid Response

Contact Info

Company Name: Coligan Carbon Corporation
 Address 1: P.O. Box 757
 Address 2:
 City: Pittsburgh
 State: Pennsylvania
 Country: United States of America
 Postal Code: 15203-0757
 Phone Number: 4127478653
 Fax:
 Bid Amount: \$127,000.00
 Alternative Bid Amount:
 Notes: For the full 6 month contract

Agency Required Documents

- Service Doc Agency Bid (Electronic/Online)
- Supplemental Documents (Electronic/Online)

after clicking "Submit Response" the following process will begin:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your specification number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submitted.
4. You may track your response submission under the Response page.

If you do not receive any of the above, please call Supplier Services at (606) 940-0005.